6300 Enterprise Lane | Madison, WI 53719 | 608-271-1176 | qualtim.com

June 3, 2024

Mr. Stephen E. Kabakoff
Miller & Martin, PLLC
1180 W. Peachtree St., NW, Ste 2100
Atlanta, GA 30309-7706

Via Email at stephen.kabakoff@millermartin.com and Deloris.Lanus@millermartin.com

Dear Mr. Kabakoff:

Thank you for our recent email communication, which follows in chronological order:

> **From:** Stephen Kabakoff <Stephen.Kabakoff@millermartin.com>
> **Sent:** Wednesday, May 29, 2024 3:10 PM
> **To:** Kirk Grundahl <kgrundahl@qualtim.com>
> **Subject:** RE: Paragon Component Systems, LLC ("Paragon") - Requested Response from Qualtim and Inspired Pursuits
>
> Dear Mr. Grundahl,
>
> Thank you for your response, including your new 23-page letter and 5 exhibits, which we have forwarded to our client. While your letter demands certain responses by 5 pm CDT today and tomorrow, this timeframe does not provide a reasonable amount of time for us to adequately review your contentions, coordinate with our client, and prepare a response, especially since these new materials appear to include additional allegations and demands relative to the original Memorandum discussed in our previous letter. To provide sufficient time to respond, we will endeavor to have our client's response to your letter and demands in the next 7-10 days or sooner if possible.
>
> In addition, without acquiescing or agreeing to any statements or allegations in your response, and solely as a courtesy while we consider your new letter and attachments received today, our client has agreed to restore DrJ's access to the Paragon software while we analyze these materials. This courtesy is not a waiver or concession of any rights or remedies, and Paragon reserves all available rights and remedies to which it is entitled.
>
> Please continue to address any further correspondence regarding this matter to my attention.
>
> With best regards,
> Stephen
>
>> **From:** Kirk Grundahl
>> **Sent:** Thursday, May 30, 2024 11:16 AM
>> **To:** Stephen Kabakoff <Stephen.Kabakoff@millermartin.com>
>> **Subject:** RE: Paragon Component Systems, LLC - Requested Response from Qualtim and Inspired Pursuits
>> **Importance:** High
>>
>> Dear Mr. Kabakoff,
>>
>> I sincerely appreciate your response. I am just about to walk out the door to attend our son's state of Wisconsin track meet so am pressed for time.
>>
>> Pursuant to your email below you state "and solely as a courtesy while we consider your new letter and attachments received today, our client has agreed to restore DrJ's access to the Paragon software while we analyze these materials." As of this email being sent to you, this has not taken place. We understand the situation well, and we will have a degree of patience, yet demonstration of good faith in healing is essential to be acted upon.
>>
>> In addition, to clarify one item of past communication, the March 22, 2024 memorandum that you mention in your May 23, 2024 letter was focused on violations of engineering law by Paragon, the Truss Pal website and the business and engineering concepts that DrJ Engineering and Truss Pal had to be implementing to be in compliance with professional engineering law. We have communicated regarding these violations multiple times, as is our professional engineering duty.
>>
>> Please kindly keep us informed on all good faith and positive actions.

As you are aware, nothing contained in this email, nor any act or omission to act by IP-LLC and/or Qualtim, is intended or should be deemed a waiver or modification of any rights or remedies that IP-LLC and/or Qualtim may have at law or in equity, and all such rights are expressly reserved.

Thank you.

Kirk
608-217-3713

From: Kirk Grundahl
Sent: Friday, May 31, 2024 8:40 AM
To: Stephen Kabakoff <Stephen.Kabakoff@millermartin.com>
Subject: RE: Paragon Component Systems, LLC - Requested Response from Qualtim and Inspired Pursuits

Dear Mr. Kabakoff,

I hope you have had a great week. I have just been informed that Paragon has re-established the data processing capabilities that our professional engineers need to undertake their professional engineering work, as efficiently as has been done in the past; in support of our professional engineering work, undertaken on behalf of Clearspan Components (CCI). In addition, this includes the data processing needed for us to undertake the engineering of "other than CCI customer's truss engineering work", which also appears to be as efficient as has existed in the past.

Thank you and I also hope you are looking forward to a fun filled weekend.

Kirk

608-217-3713

Your communications have been very insightful with respect to your client's perspective, issues that are present, and the forthcoming issues management that are now in play to ensure that the best interests of Inspired Pursuits, LLC (IP-LLC) and all other business, for which I have fiduciary and management responsibility, are carried out in a diligent manner.

To your point regarding not "acquiescing or agreeing to any statements or allegations in your response," what I have stated are not "allegations," but rather background facts backed up with direct evidence from 2004 to the present.

Professional Engineering and Truss Design Drawings and Truss Design Engineer

I am 100 percent confident that we do not need to discuss anything further with respect to copyright, intellectual property (IP), trade secrets (TS) and the engineering business we have been transacting with Dan since 2009.

DrJ ENGINEERING

6300 Enterprise Lane | Madison, WI 53719 | drjengineering.org

Paragon ID: 49279

Re: 17571 - Sarasota BLDG 1_RF

Site Information:

Project Customer: -
Lot/Block: -
Address: -
City: -

Project Name: 17571 - Sarasota BLDG 1_RF
Subdivision: -
Model: -
State: Florida

Name Address and License # of the Building Designer, if there is one, for the Building:

Name: -
Address: -
License: -
City: -
State: Florida

The Truss Manufacturer (TM) is Clearspan Components Inc.

The TM has Communicated Truss Design Criteria (TDC) to DrJ Engineering, LLC (DrJ). Refer to the individual Truss Design Drawings (TDDs) for specifics. Building Code, Software & engineering information follows:

Design Code: FBC 2020 / TPI 2014
Software Program: Paragon
Truss Design Engineer: Ryan Dexter

The TM has obtained, through the TM's Customer, the TDC &Truss design requirements from the Construction Documents &/or one of the Construction Professionals. The TM has Communicated the TDC & any related Truss design requirements to DrJ. This Communication includes transfer of TDC & any related Truss design requirements using proprietary Truss industry Software. DrJ designs each individual Truss, as illustrated on each TDD, relying upon the accuracy & completeness of Communicated information.

The seal on the Cover/Truss Index Sheet & on the individual TDD represents acceptance of responsibility for the review of the TDC & the design of each individual Truss. Each Truss then becomes one element of a Building Structural System (BSS). For any other BSS information needed, please contact the TM.

The TM is responsible for supplying the truss-to-truss connector type. Contact the TM for questions regarding truss-to-truss connector type, application and/or installation.

All dimensions are reproduced from the referenced Building Designer's plans.

WARNING: Always review the handling, storage, installation, lateral restraint & diagonal bracing information provided by TM through their delivery of the Truss Submitt Package (TSP). Do not cut or alter any part of a Truss or Structural Element. Never stack building material without proper lateral restraint & diagonal bracin Never overload/exceed the design load shown on any TDD or Structural Element design drawing (SEDD). Property damage &/or personal injury happen when there is complacency regarding safety items. DrJ presumes the TM submits their TSP to be reviewed, approved & used by one or more of the followin building Owner, Building Official, Building Designer, Registered Design Professional in Responsible Charge, Contractor &/or Framer.

My license renewal date for Florida is 02/28/2025 Certificate of Authorization # 29766

RYAN JOSEPH DEXTER LICENSE No 69484 STATE OF FLORIDA PROFESSIONAL ENGINEER

05/23/2024
Ryan Dexter

Copyright © 2011-2024 DrJ Engineering, LLC All Rights Reserved. These Design Drawings are valid for nine (9) months from the Document Date.

1 of 3

QUALTIM™

Actions to be taken by an Officer of the Court

As you know, in a manner similar to professional engineers, attorneys have legal and ethical obligations. Therefore, given our past professional requests, which have been completely ignored by your client, sincere consideration and action as appropriate should take place with respect to the following items:

1. Ensure your client understands and communicates to each Paragon staff member that Paragon is not an engineering company.
    a. In addition, each Paragon staff member shall understand and shall take all future action in conformance with all professional engineering laws.
2. If your client needs professional engineering assistance, your client or any of their staff need to contact IP-LLC to gain professional management direction as it relates to anything engineering-oriented, including but not limited to; professional engineering, truss design, Truss Design Drawings, Truss Placement Diagrams, truss design engineering, etc.
3. Ensure your client and each Paragon staff member fully understands the following words and concepts:
    a. Any person or business shall not:
        i. Practice engineering unless the person or business is licensed.
        ii. Use any drawings, specifications, plans, reports, documents, or software designs that were not under a professional engineer's responsible supervision, direction, or control.
        iii. Advertise engineering related goods or services in a manner that is fraudulent, false, deceptive, or misleading in form or content as it relates to any type of engineering.
        iv. Aid or abet the unlawful practice of engineering by any person or firm.
        v. Use facts, data, or information without consent of the owner of the intellectual property except as authorized or required by law.
        vi. Disclose confidential information concerning the business affairs or technical processes of any present or former client, employer, or business with whom they have a relationship.
    b. Engineers having knowledge of any alleged violation of this Code shall report to the appropriate professional bodies and/or public authorities and cooperate with the proper authorities in furnishing such information or assistance as may be required.
    c. As mentioned, DrJ Engineering, LLC (DrJ) has brought all pertinent information to the attention of your client.
        i. No action, that I am aware of, has been taken to ensure your client and/or Paragon staff are not acting in violation of engineering laws.
4. The same considerations and action requests can be made so that the Federal Trade Commission truth in advertising laws are not violated.

Since time is likely of the essence and this should not be a difficult activity, I presume that this can be accomplished by the Tuesday June 4, 2024 at 12:00 pm CDT. Once completed, please provide back to me, in writing, each of the specific actions your client has taken to ensure each Paragon staff member has been informed of this, and Paragon has a written agreement between each staff member and your client (i.e., email, Slack message, etc.) that they have read, understand and will fully comply.

Inspired Pursuits LLC (IP-LLC) – Dan Holland, Kirk Grundahl, and Suzi Grundahl Limited Liability Company

As stated, the partnership of Clearspan Components, Inc. (CCI) & DrJ is fundamentally necessary for CCI to manufacture and sell the company's array of current and future engineered products, given that DrJ's testing and engineering expertise is vital to CCI's business success. Dan understood this completely. As mentioned, this partnership dates back to 2009 and can be best summarized as follows:

QUALTIM™

OPERATING AGREEMENT OF INSPIRED PURSUITS, LLC

The undersigned is the Member-Managed Inspired Pursuits, a limited liability company (the "Company") formed under the laws of the State of Wisconsin. The undersigned hereby adopts the following Operating Agreement and does hereby certify and agree as follows:

I. NAME

SECTION 1. The name of the Company is Inspired Pursuits, LLC. The business of the Company may be conducted under such trade or fictitious names as the Managers may determine.

II. OFFICES; REGISTERED AGENT

SECTION 1. The principal office of the Company is located at 6300 Enterprise Ln., Madison, Wisconsin 53719. The Company may have other offices, inside or outside the state of Wisconsin, as the Managers may designate.

SECTION 2. The registered office of the Company in the state of Wisconsin is located at 6300 Enterprise Ln., Madison, Wisconsin 53719. The registered agent of the Company for service of process at that address is Suzanne Grundahl.

IV. MEMBERS

SECTION 1. The name of the initial Members, their capital contributions, and percentage interest are as follows:

Daniel N. Holland		50%
Suzanne Grundahl		25%
Kirk Grundahl		25%

SECTION 2. Additional Members may be admitted upon the consent of all Members.

Any further correspondence between us, on any topic related to Paragon, shall be directed to one of the above IP-LLC members and managers.

As you can imagine, I am thoroughly familiar with all things IP-LLC and was very surprised that any action would be taken in any manner to harm IP-LLC. Dan, as the founder of Paragon, was completely aware of the business, management, operational strategies and fiduciary responsibilities to IP-LLC, with respect to all things Paragon. Each member and manager of IP-LLC had and have a passionate united front with respect to serving the best interests of IP-LLC. Presumably, it is clear to your client that serving the best interests of IP-LLC is also in the best interest of your client's family short and long-term. From this point forward, it is my personal guarantee that all IP-LLC actions in the past have been and all actions into the future will be committed to:

1. Implementing the vision of creating a component manufacturing and engineering team that has unlimited potential to be the most innovative, unique, and profitable component manufacturing operation in North America.
    a. There will never again be the opportunity to create another team like this anywhere in the world
    b. IP-LLC has unique IP and TS which allows it to be naturally positioned to do unique and exclusive component manufacturing and engineering business in a wide array of product lines current and future.
    c. When the full economic value of Dan and Kirk's unique business vision is realized the opportunity to serve others, in the positive manner intended, has no limits.
2. The mission, actions and ownership with respect to all unique IP and TS, are wholly owned by IP-LLC.
3. The mission of the CCI-DrJ-Paragon team is to focus upon and realize:
    a. Dan and Kirk's passion for creating value by being the only independent engineered components business that can provide the most cost effective products through its unique IP and TS driven services.
    b. The current and future use of exclusive IP and TS to maximize profit to support business and staff growth.
    c. A side benefit is that this will also serve the best interests of Dan's family.
4. This IP and trade secrets TS have always been intended to accrue to the exclusive benefit of generating greater sales and profits for:
    i. CCI's current and future component manufacturing business
    ii. DrJ's current and future engineering business

    An asset that has always been intended to help this be true is Paragon's math and data processing skill set.

With this letter and your subsequent confirmation of actions that will be taken by your client, Qualtim and DrJ believe that the matter we have been communicating about is fully resolved and no further action will be needed. Beyond this, all future communication shall be directed to IP-LLC.

Thank you very much.

Respectfully,

Kirk Grundahl, P.E. (47 states)
President
608-217-3713

PS Please note that nothing contained in this letter, nor any act or omission to act by IP-LLC and/or Qualtim, is intended or should be deemed a waiver or modification of any rights or remedies that IP-LLC and/or Qualtim may have at law or in equity, and all such rights are expressly reserved.